

1 ROBERT W. FREEMAN, ESQ.
Nevada Bar No. 3062
2 Email: Robert.Freeman@lewisbrisbois.com
PRISCILLA L. O'BRIANT, ESQ.
3 Email: Priscilla.Obriant@lewisbrisbois.com
Nevada Bar No. 010171
4 LEWIS BRISBOIS BISGAARD & SMITH LLP
6385 S. Rainbow Boulevard, Suite 600
5 Las Vegas, Nevada 89118
702.893.3383
6 FAX: 702.893.3789
Attorneys for Defendants
7 *State Farm Mutual Automobile Insurance*
Company

8
9 UNITED STATES DISTRICT COURT
10 DISTRICT OF NEVADA
11

12 TIM PEREZ and NORMA PEREZ,
13 Plaintiff,

14 vs.

15 STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, DOES I through
16 X, inclusive, ROE CORPORATIONS 1-10,
inclusive,
17 Defendants.
18

CASE NO. 2:14-cv-02005-APG-PAL

STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER

19 It appearing to the Court that the Plaintiffs, Tim and Norma Perez ("Plaintiffs") and
20 Defendant State Farm Mutual Automobile Insurance Company ("State Farm"), are in
21 agreement that State Farm possesses proprietary policies and procedures that include
22 confidential information that may be subject to discovery in the proceedings in this matter
23 but which should not be made available to the public generally, this Court hereby orders
24 that:

25 1. This Confidentiality Agreement and Protective Order ("Order") shall govern
26 certain discovery and document production among the parties, as well as discovery and
27 document production from third parties, in the above-referenced action.

28 ///

1 2. For purposes of this Order, the term "Confidential Information" shall refer to:
2 (1) information which any party or non-party believes in good faith to be a trade secret or
3 confidential research, development, commercial, or other proprietary business
4 information within the meaning of FRCP 26(c)(1)(G); and (2) documents and/or testimony
5 that may reveal confidential, proprietary, personal or commercially sensitive information.
6 Such Confidential Information may be contained in any written, printed, recorded, or
7 graphic matter of any kind, and shall retain its confidential designation regardless of the
8 medium on which it is produced, reproduced, or stored. Such Confidential Information
9 may also be elicited at deposition or through written discovery.

10 3. Whenever any party or non-party desires to designate information
11 contained in a document as Confidential Information, the designating party shall mark
12 each page of the document with the word "CONFIDENTIAL" and identify such
13 Confidential Information at the time of production. Confidential Information may be used
14 in the course of depositions in accordance with this Order.

15 4. Transcripts or exhibits from any deposition or hearing shall be temporarily
16 designated as "Confidential" and be treated as subject to the terms of this Order. Within
17 forty-five (45) days of receipt of such transcripts and exhibits, Counsel will designate the
18 pages of the transcripts or exhibits which shall remain designated as "Confidential" and
19 will advise all other parties. If no designation is made within forty-five (45) days, the
20 entire transcript and all exhibits will be deemed not confidential.

21 5. All documents produced or information disclosed and any other records
22 designated as "confidential" by State Farm shall be revealed only to:

- 23 a) Plaintiffs;
24 b) Plaintiffs' counsel of record in this case;
25 c) Defendant;
26 d) Defendant's counsel of record in this case;
27 e) Paralegals and secretarial employees under counsel's direct supervision;

28 ///

- 1 f) Outside photocopying, translating, document management, and exhibit
2 preparation services engaged by a party for purposes of this litigation;
3 g) Persons employed by counsel to act as consultants or experts in this action;
4 h) Any other person State Farm agrees in writing may be shown such documents;
5 and
6 i) The Court and court personnel, stenographic reporters, and videographers at
7 depositions taken in this action, and any jury empanelled in this action, subject
8 to the protections of Paragraphs 3, 4, and 9 of this Order;

9 6. The information considered as "confidential" and disclosed only in accord
10 with the terms of Paragraph 5 shall include, without limitation, any claims manual, training
11 materials, and any other information or documentation supplied by State Farm and
12 designated as "Confidential."

13 7. Documents deemed confidential by State Farm shall be used only for the
14 purposes of prosecuting or defending this action. Under no circumstances shall
15 information or materials covered by this Order be disclosed to or discussed with anyone
16 other than the individuals designated in Paragraph 5.

17 8. Prior to disclosure of any documents designated as "confidential" to any
18 individual who is not a signator to this Order, counsel shall require such individual to read
19 this Order and sign the Agreement which is attached hereto as Exhibit A and provide a
20 copy of the signed Agreement to counsel for State Farm.

21 9. Prior to filing any motion wherein information designated as "Confidential" is
22 referenced or attached, Plaintiff shall comply with LR 10-5(b) and *Kamakana v. City and*
23 *County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006), or provide Counsel for Defendant
24 reasonable time, but in any event not fewer than 10 judicial days, to file a motion pursuant
25 to LR 10-5(b) and *Kamakana* to show particularized good cause or particularized
26 compelling reasons to file those documents under seal.

27 ///

28 ///

1 LR 10-5(b) provides:

2 Unless otherwise permitted by statute, rule or prior Court
3 order, papers filed with the Court under seal shall be
4 accompanied by a motion for leave to file those documents
5 under seal, and shall be filed in accordance with the Court's
6 electronic filing procedures. If papers are filed under seal
7 pursuant to prior Court order, the papers shall bear the
8 following notation on the first page, directly under the case
9 number: "FILED UNDER SEAL PURSUANT TO COURT
10 ORDER DATED ____." All papers filed under seal will
11 remain sealed until such time as the Court may deny the
12 motion to seal or enter an order to unseal them, or the
13 documents are unsealed pursuant to Local Rule.

14 Pursuant to *Kamakana* and LR 10-5(b), any documents designated as
15 "Confidential" and attached to a non-dispositive motion must be accompanied by a motion
16 showing a particularized good cause for leave to file those documents under seal. And,
17 any documents designated as "Confidential" and attached to a dispositive motion must be
18 accompanied by a motion showing a particularized compelling reason for leave to file
19 those documents under seal.

20 10. This Order is subject to revocation and modification by Order of the Court
21 upon written stipulation of the parties, or upon motion and reasonable notice, including
22 opportunity for hearing and presentation of evidence.

23 11. Any party objecting to the designation of any information as Confidential
24 Information shall clearly state the basis for the objection in a letter to counsel for the party
25 making the designation, and such letter must be received by counsel for the party making
26 the designation no later than sixty (60) days after the objecting party received the
27 Confidential Information to which it objects. If the parties are unable to resolve the
28 objection, the objecting party may move the Court to do so. Until an objection to the
29 designation of information has been resolved by agreement of counsel or by order of the
30 Court, the information shall be assumed to be properly designated, and shall be subject
31 to the terms of this Protective Order.

32 12. Within 30 days of the final termination of this case, all documents and
33 information subject to this Order, including any copies or extracts or summaries thereof,

1 or documents containing information taken therefrom, shall be returned to counsel for
2 State Farm. In the alternative, within 30 days of the final termination of this case, all such
3 documents, including copies or extracts or summaries thereof, may be shredded or
4 disposed of in a manner to ensure the destruction thereof and a declaration certifying
5 such destruction or disposal provided to State Farm.

6 13. In any action or proceeding to enforce this Order, or pursuant to paragraph
7 12, the prevailing party shall be entitled to recover its reasonable attorneys' fees and
8 costs, without limiting any other relief that may be available.

9 14. This Order shall remain in effect after the conclusion of this case and the
10 Court shall retain jurisdiction to enforce its terms and to prevent or punish violations of it.

11 15. This Order may be executed in counterparts, each of which shall constitute
12 one and the same agreement.

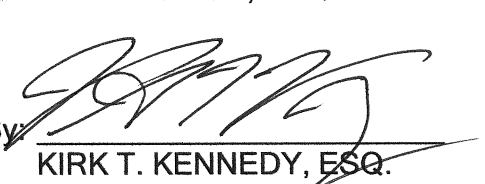
13 DATED this 26 day of March, 2015.

DATED this 26 day of March, 2015.

14 LEWIS BRISBOIS BISGAARD & SMITH LLP

KIRK T. KENNEDY, ESQ.

15
16 By: 

15
16 By: 

17 ROBERT W. FREEMAN, ESQ.
18 Nevada Bar No. 003062
19 PRISCILLA L. O'BRIANT, ESQ.
20 Nevada Bar No. 010171
21 6385 S. Rainbow Boulevard, Ste 600
22 Las Vegas, Nevada 89118
23 Attorneys for State Farm Mutual
24 Automobile Insurance Company

KIRK T. KENNEDY, ESQ.
Nevada Bar No. 005032
815 S. Casino Center Blvd.
Las Vegas, Nevada 89101
Attorney for Plaintiff

25
26
27
28 IT IS SO ORDERED.



UNITED STATES MAGISTRATE JUDGE